

AGREEMENT OF UNDERSTANDING

THE OKLAHOMA DISTRICT ATTORNEYS COUNCIL AND THE OKLAHOMA DISTRICT ATTORNEYS ASSOCIATION

This AGREEMENT is entered into and dated 23rd day of July, 2013, between the Oklahoma District Attorneys Council (hereinafter called the “DAC”) and the Oklahoma District Attorneys Association (hereinafter called the “ODAA” or the “Association”).

MUTUALLY SHARED PURPOSES OF THE PARTIES:

The DAC and the ODAA share similar and often indistinguishable purposes with overlying and parallel duties. This overlap is evidenced by the DAC’s statutory directives established in 19 O.S.Supp.2012, § 215.28(H) and the ODAA’s purposes as set forward in Article I of the ODAA By-laws. Moreover, the Oklahoma legislature has clearly recognized the necessity for and sanctioned the overlapping of duties between the DAC and the ODAA as is evidenced by the statutory makeup of “the Council” pursuant to Title 19, Section 215.28(C) (composition of the Council includes the President and the President-elect of the ODAA).

Pursuant to Title 19, Section 215.28(H), the DAC is charged with performing such functions as in its opinion shall strengthen the criminal justice system in Oklahoma, including (1) providing and coordinating training and continuing legal education for district attorneys, their assistants, and other personnel, and (2) recommending additional legislation necessary to further advance the professional status of the Oklahoma District Attorneys System.

Pursuant to Article I of the ODAA By-laws, the ODAA similarly seeks to foster and maintain the honor and integrity of Oklahoma’s prosecuting attorneys, improve and facilitate the administration of justice in the State of Oklahoma, and promote the continuing education of prosecuting attorneys, lawyers, and law enforcement personnel.

Historically, the ODAA has co-sponsored the majority of DAC training programs and events and is an essential contributor to the planning and coordination of these trainings, including but not limited to providing monetary and in-kind assistance, supplying trainers, materials, meeting facilities, and refreshments to facilitate the DAC’s training goals. Additionally, the DAC and the ODAA have collaborated in their efforts to monitor and evaluate proposed legislation relating to the criminal justice system.

PURPOSE OF AGREEMENT:

The DAC and the ODAA seek to continue their collaborative agreement to mutually assist each other with (1) the planning and coordination of quality training and continuing legal education for district attorneys, their assistants, and other personnel, and (2) the tracking of pertinent legislation and identifying and recommending additional legislation deemed necessary to further advance and improve the status of prosecutors and the administration of justice in the State of Oklahoma.

Recognizing that many of the duties of DAC personnel and the ODAA overlap, the DAC and the ODAA enter into this Agreement of Understanding (herein after called the “Agreement”), as permitted by 19 O.S.Supp.2012, § 215.28(H), to formalize the responsibilities of each organization, with regard to (1) their cooperative agreement to provide quality training and aid each other with tracking pertinent legislation and identifying statutory areas of concern, and (2) the establishment of ODAA’s financial responsibility to reimburse to the State of Oklahoma for the Association’s use of state property, equipment and non-overlapping DAC personnel time¹ as specified herein.

**NOW, THEREFORE, FOR VALUABLE CONSIDERATION SET FORTH HEREIN,
THE PARTIES AGREE AS FOLLOWS:**

TRAINING:

In coordination with the DAC, the ODAA agrees to assist in the education and training of district attorneys, their assistants, and other personnel as deemed appropriate by the DAC Executive Coordinator and agreed to by the ODAA Executive Committee. ODAA provided assistance may consist of, but is not limited to monetary and in-kind assistance, to supply trainers, materials, meeting facilities, and refreshments to facilitate the DAC’s yearly training goals.

While the majority of conference planning and coordination activities are intertwined and overlapping, the parties recognize and agree that the planning and hosting of certain evening or recreational events in conjunction with a training are the sole responsibility of the ODAA.

LEGISLATION:

In coordination with the DAC, the ODAA agrees to present the ODAA Legislative Committee’s annual legislative recommendations to the DAC to aid the DAC in achieving its statutory objective of strengthening the criminal justice system in Oklahoma by recommending “additional legislation necessary to upgrade the Oklahoma District Attorneys System to professional status”. *See* 19 O.S.Supp.2012, § 215.28(H)(9).

While the majority of legislative planning, coordination and tracking activities are intertwined and overlapping, the parties recognize and agree that contracts with consultants for lobbying and public relation activities are the sole responsibility of the ODAA.

REIMBURSABLE ITEMS:

Recognizing the ODAA may occasionally need to use state property or time in order to appropriately fulfill responsibilities exclusive to the ODAA, the ODAA agrees to reimburse the State of Oklahoma for the following items, all of which are located within the DAC office at 421 N.W. 13th Street, Suites 125 & 290, Oklahoma City, Oklahoma, 73103:

- a. Computers/networks;

¹ “Non-overlapping” personnel time refers to time spent performing functions that are exclusive to ODAA and do not overlap with DAC’s objectives and statutory duties.

- b. Telephones;
- c. Copy, printer and fax machines;
- d. Basic office supplies;
- e. Personnel time; and
- f. Office space.

With regard to personnel time, the parties have identified the following duties exclusive to ODAA business performed by DAC personnel while on state time:

- 1. Accounting and bookkeeping
- 2. Dues notices and collections
- 3. ODAA meetings and minutes
- 4. Planning certain evening and recreational activities

The parties have reviewed staff time dedicated to these activities and determined such time equates to .14 FTE.² To confirm this determination, DAC staff performing these functions will participate in an appropriate time study during state fiscal year 2014.

REIMBURSEMENT:

The ODAA agrees to compensate the DAC in the amount of **\$11,643.69** for the use of the reimbursable items listed above. ODAA's reimbursement obligation shall be fulfilled as set forth in Addendum "A" attached.

PARTIES RELATIONSHIP TO EACH OTHER:

Each party to this Agreement is independent and separate from each other. As such, neither is an agent or employee of the other. Other than as agreed herein, neither party nor any of its officers, employees, agents, or other members shall have the authority to bind the other.

The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. Additionally, it is the express intention of the parties to this Agreement that this contract shall not be construed as, or given the effect of, creating a joint venture, partnership, affiliation, or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint or several liability.

ENTIRE AGREEMENT:

This Agreement represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

EFFECTIVE DATE:

This Agreement shall become effective upon all parties signing. This Agreement supersedes all prior agreements and understanding and may only be modified in writing, by written request and mutual approval of the parties. The Agreement will be reviewed every three (3) years. The

² On average DAC staff expends 22.5 hours per month performing duties that are exclusive to the ODAA. Assuming 160 hours in an average four (4) week month, the 22.5 hours was divided by 160 hours to determine the percentage FTE.

Agreement is in force when signed below and shall remain in full force and effect until terminated in writing or mutually modified in writing by the parties.

This AGREEMENT shall be governed by the laws of the State of Oklahoma.

Oklahoma District Attorneys Council

Oklahoma District Attorneys Association

By: _____ 7/23/13 By: _____ 7/23/13
(Date) (Date)

Suzanne McClain Atwood
Executive Coordinator

Greg Mashburn
ODAA President